

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MAHSA TAHRIRI-ADABI,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 8:16-cv-00432-PWG
)	
EQUIFAX INFORMATION SERVICES)	
LLC, et al.,)	
)	
Defendants.)	
_____)	

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC’S
ANSWER AND DEFENSES TO PLAINTIFF’S COMPLAINT**

Defendant, Equifax Information Services LLC (“Equifax”), by Counsel, files its Answer and Defenses to Plaintiff’s Complaint (“Complaint”) as follows:

PRELIMINARY STATEMENT

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

ANSWER

In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

1. Equifax admits that Plaintiff purports to bring claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”), but denies it violated the FCRA.
2. Equifax admits jurisdiction is proper in this Court.
3. Equifax is without knowledge or information sufficient to form a belief as

to the truth of the allegations in Paragraph 3.

4. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4.

5. Equifax admits it is authorized to do business in the State of Maryland. Equifax states it is a limited liability company organized under the laws of the State of Georgia.

6. Equifax admits the allegations in Paragraph 6.

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Equifax denies it reported inaccurate information on Plaintiff's credit file. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8.

9. Equifax states that the report referred to in Paragraph 9 speaks for itself and to the extent the Plaintiff misstates, mischaracterizes, or takes out of context the report, those allegations are denied.

10. Equifax denies it reported inaccurate information on Plaintiff's credit file. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10.

11. Equifax admits it received a dispute from Plaintiff. Equifax states that the dispute speaks for itself and to the extent the Plaintiff misstates, mischaracterizes, or takes out of context the dispute, those allegations are denied.

12. Equifax states that the results referred to in Paragraph 12 speak for themselves and to the extent the Plaintiff misstates, mischaracterizes, or takes out of

context the results, those allegations are denied.

13. Equifax admits it received a dispute from Plaintiff. Equifax states that the dispute speaks for itself and to the extent the Plaintiff misstates, mischaracterizes, or takes out of context the dispute, those allegations are denied.

14. Equifax states that the results referred to in Paragraph 14 speak for themselves and to the extent the Plaintiff misstates, mischaracterizes, or takes out of context the results, those allegations are denied.

15. Equifax denies it reported inaccurate information on Plaintiff's credit file. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 15.

16. Equifax denies the allegations in Paragraph 16 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 16.

17. Equifax denies the allegations in Paragraph 17 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 17.

18. Equifax denies the allegations in Paragraph 18.

19. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19.

20. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20.

21. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21.

22. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22.

23. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23.

24. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

25. Paragraph 25 contains no allegations. To the extent anything in Paragraph 25 can be construed as allegations against Equifax, those allegations are denied.

26. Equifax denies the allegations in Paragraph 26.

27. Equifax denies the allegations in Paragraph 27.

28. Equifax denies the allegations in Paragraph 28.

29. Equifax denies the allegations in Paragraph 29.

30. Paragraph 30 contains no allegations. To the extent anything in Paragraph 30 can be construed as allegations against Equifax, those allegations are denied.

31. Equifax denies the allegations in Paragraph 31.

32. Equifax denies the allegations in Paragraph 32.

33. Equifax denies the allegations in Paragraph 33.

34. Equifax denies the allegations in Paragraph 34.

35. Paragraph 35 contains no allegations. To the extent anything in Paragraph 35 can be construed as allegations against Equifax, those allegations are denied.

36. Equifax denies the allegations in Paragraph 36.

37. Equifax denies the allegations in Paragraph 37.

38. Equifax denies the allegations in Paragraph 38.

39. Equifax denies the allegations in Paragraph 39.

40. Paragraph 40 contains no allegations. To the extent anything in Paragraph 40 can be construed as allegations against Equifax, those allegations are denied.

41. Equifax denies the allegations in Paragraph 41.

42. Equifax denies the allegations in Paragraph 42.

43. Equifax denies the allegations in Paragraph 43.

44. Equifax denies the allegations in Paragraph 44.

45. Paragraph 45 contains no allegations. To the extent anything in Paragraph 45 can be construed as allegations against Equifax, those allegations are denied.

46. Equifax denies the allegations in Paragraph 46.

47. Equifax denies the allegations in Paragraph 47.

48. Equifax denies the allegations in Paragraph 48.

49. Equifax denies the allegations in Paragraph 49.

50. Paragraph 50 contains no allegations. To the extent anything in Paragraph 50 can be construed as allegations against Equifax, those allegations are denied.

51. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. Equifax admits it uses ACDVs. Equifax denies the remaining allegations in Paragraph 53.

54. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. Equifax admits it sent an ACDV to First Point. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 55.

56. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56.

57. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57.

58. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58.

59. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

60. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60.

61. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61.

62. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62.

63. Paragraph 63 contains no allegations. To the extent anything in Paragraph 63 can be construed as allegations against Equifax, those allegations are denied.

64. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64.

65. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65.

66. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

67. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67.

68. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68.

69. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69.

70. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70.

71. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71.

72. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72.

73. Paragraph 73 contains no allegations. To the extent anything in Paragraph 73 can be construed as allegations against Equifax, those allegations are denied.

74. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74.

75. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75.

76. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76.

77. Equifax is without knowledge or information sufficient to form a belief as

to the truth of the allegations in Paragraph 77.

78. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78.

79. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79.

80. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80.

81. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81.

82. Paragraph 82 contains no allegations. To the extent anything in Paragraph 82 can be construed as allegations against Equifax, those allegations are denied.

83. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83.

84. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84.

85. Paragraph 85 contains no allegations. To the extent anything in Paragraph 85 can be construed as allegations against Equifax, those allegations are denied.

86. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86.

87. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87.

88. Equifax denies Plaintiff is entitled to any relief claimed in the “WHEREFORE” Paragraph.

89. Equifax admits Plaintiff has demanded a trial by jury and likewise demands a jury trial in this case.

90. Any allegation in Plaintiff's Complaint not heretofore specifically responded to by Equifax is hereby denied.

DEFENSES

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

FIRST DEFENSE

At all pertinent times, Equifax maintained reasonable procedures to assure maximum possible accuracy in its credit reports.

SECOND DEFENSE

Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

THIRD DEFENSE

Equifax has complied with the FCRA in its handling of Plaintiff's credit file and is entitled to each and every defense stated in the Act and any and all limitations of liability.

FOURTH DEFENSE

At all relevant times herein, the Plaintiff's alleged damages, which Equifax denies exist, were aggravated by the failure of the Plaintiff to use reasonable diligence to mitigate the same. Therefore, Plaintiff's recovery, if any, should be barred or decreased by reason of his failure to mitigate alleged losses.

FIFTH DEFENSE

Plaintiff cannot meet the requirements of 15 U.S.C. § 1681n in order to recover punitive or statutory damages.

SIXTH DEFENSE

Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003), and *Safeco Insurance Co. of America v. Burr*, 551 U.S. 47 (2007).

SEVENTH DEFENSE

Equifax denies each and every averment of Plaintiff's Complaint not specifically admitted in this Answer.

EIGHTH DEFENSE

Equifax reserves the right to assert additional defenses that it learns through the course of discovery.

WHEREFORE, having fully answered or otherwise responded to the allegations in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) it be dismissed as a party to this action;
- (3) it receive a trial by jury for all issues so triable;
- (4) it recover such other and additional relief as the Court deems just and appropriate.

Respectfully submitted this 10th day of March, 2016.

/s/ Nathan D. Adler

Nathan Daniel Adler

Bar No: 22645

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Equifax Information Services LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of March, 2016, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system:

Kristi Cahoon Kelly
Kelly & Crandall, PLC
4084 University Drive, Suite 202A
Fairfax, VA 22030

/s/ Nathan D. Adler
Nathan Daniel Adler